

# **DISTRICT 39 FACILITIES RENTAL PROCEDURES**

8/27/15

Included in this document are Board Policy and general instructions related to the rental/use of District 39 facilities. Use of facilities for school activities shall always take precedence over use by outside organizations. Priority will be given to the Wilmette Park District, Wilmette PTO/PTAs, and non-profit organizations within D39's boundaries or organizations with a majority of its membership contained therein for the use of D39 facilities, property and premises (collectively, the "Facilities"). D39 reserves the right to grant or reject any application for use of the Facilities.

## **Community Use of Buildings Policy**

The Board of Education may make the school buildings available for community organizations and other kinds of activities provided the use of such facility does not interfere with the proper operation of the school, interfere with the educational program, affect the safety of students or employees, or affect the property or liability of the District. In furtherance of this policy, the Board of Education has adopted rules and procedures regulating use of school facilities; a copy of these rules and procedures can be obtained by contacting the District office. Notwithstanding that school buildings may be available for certain public use; the use of school facilities for school purposes has precedence over all other uses. Further, the District reserves the right to cancel previously scheduled use of facilities by community organizations and other groups.

The use of school facilities requires the prior approval of the Superintendent or designee. The Board shall adopt a rental fee schedule and shall, with recommendations submitted by the Business Office, periodically revise such schedule.

**Reference: Board Policy 4:150**

## **GENERAL INSTRUCTIONS**

1. The Facility Usage Application must be completed and signed by the authorized representative ("Authorized Representative") of the organization or individual seeking rental (the "Applicant"), it being understood and agreed that the Applicant on whose behalf the Authorized Representative is authorized to act shall be responsible for any and all damage to the Facilities, and shall ensure compliance with all terms and conditions contained in D39 directives, application, and any associated documents or Agreements. The Authorized Representative must be 21 years of age or older.
2. Applications for rental/use of facilities, and any related agreements and forms, must be sent to the attention of the Business Office, Mikaelian Education Center, Wilmette Public Schools District 39, 615 Locust Road, Wilmette, Illinois 60091. A \$25.00 processing fee, payable to Wilmette Public Schools District 39 will be required with submission of the signed Application. In order to expedite requests, an Applicant may complete and sign the Application and any related forms and email them to [eslerm@wilmette39.org](mailto:eslerm@wilmette39.org).
3. D39 administration will review each Application, using specified criteria below. If eligible a contract, including an estimation of all fees, will be provided. The contract and all related forms or documents must be signed and submitted, without modification, to the Business Office at least

one week prior to the rental date requested. The contract is not binding unless signed by the D39 Superintendent or Business Manager. A fully executed contract will be returned to the Applicant's Authorized Representative.

4. Payment of the estimated fee will be required at least one week in advance. No refunds will be made for cancellation unless cancellation is made to the Business Office in writing by the organization's Authorized Representative at least 48 hours in advance of the rental date.
5. If the Applicant's request is approved, a certificate of insurance is required. The District needs evidence of commercial general liability insurance in the minimum amount of at least \$1,000,000 per occurrence and the aggregate for bodily injury and property damage naming "the Board of Education of Wilmette Public Schools District 39, its individual board members, officers, agents, employees, successors and assigns" as additional insureds. *See Conditions of Use for additional insurance details*

*If you have any questions, please call Mary Ann Esler at (847) 512-6036*

# Facility Usage Application

Wilmette Public Schools District 39

## Business Office

Mikaelian Education Center 615 Locust Road Wilmette, IL 60091

Contact: Mary Ann Esler 847 512-6036 FAX: 847 256-1782 [eslerm@wilmette39.org](mailto:eslerm@wilmette39.org)

ID./Contract No.

### SPONSORING ORGANIZATION

Not-For Profit  Yes  No Attach proof of not-for-profit status

Contact Name \_\_\_\_\_

Org. Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

SCHOOL  Central  Harper  Highcrest  McKenzie  Romona  WJHS

Room(s) \_\_\_\_\_

DATES (List every date as d/m/y. Attach a separate sheet if necessary) \_\_\_\_\_

HOURS Entry \_\_\_\_\_ Program Begins \_\_\_\_\_ Program Ends \_\_\_\_\_

### PROGRAM DETAILS

Program or Event Title \_\_\_\_\_

Number of People Attending \_\_\_\_\_ Do at least 51% of participants reside within D39 boundaries?  Yes  No

Will food be served?  Yes  No If yes, additional information and permits may be required

Will third-party vendors be involved?  Yes  No If yes, additional information and/or permits may be required

Please Provide a Brief Description of Your Program's Agenda- \_\_\_\_\_

### SPECIAL REQUESTS

Extra Tables (30" X 72") How many? \_\_\_\_\_ If necessary, attach a layout diagram for your space setup.

Table Delivery Date & Time \_\_\_\_\_ Table Pick-Up Date & Time \_\_\_\_\_

Extra Custodial Help \_\_\_\_\_  Lighting/Sound Technician

Extra Chairs - How many? \_\_\_\_\_  Podium  Microphone

Other: (please describe) \_\_\_\_\_

### APPLICATION FEE

A non-refundable \$25.00 processing fee, payable to Wilmette Public Schools District 39 is required with submission of the signed application. This fee will be returned if District 39 is unable accommodate the applicant's request.

Applicant Name (print) \_\_\_\_\_ Applicant signature \_\_\_\_\_

**For Business Office Use Only**

## **TERMS & CONDITIONS OF APPLICATION, RENTAL & USE**

**As a condition of submitting a Rental Application for consideration by Wilmette Public Schools District 39 (“D39”), and as a term of use or rental of Wilmette Public Schools District facilities, property and/or premises (the “Facilities”), the applicant identified herein (the “Applicant”) acknowledges and agrees to the Terms and Conditions set forth below.**

1. D39 reserves the right to interrupt any contract for space should an emergency arise. In such an event, every reasonable effort will be made by D39 to provide temporary substitute space within its Facilities.
2. The Applicant shall be responsible for the conduct of persons present and for damage, loss, disappearance or breakage of or to school property or the Facilities during the use/rental period.
3. D39, the Board of Education, its board members and its employees shall neither be held responsible for any damages to property or loss of materials brought onto the Facilities, nor be held responsible for injuries to any person that may occur on or in connection with use or rental of the Facilities. A certificate of insurance as described herein, the executed Release and Indemnification Agreement, and Terms and Conditions signed by Applicant are requirements and conditions of filing an Application for and use/rental of the Facilities.
4. Alcoholic beverages, smoking, and the use of any flammable materials (e.g. candles), shall not be permitted in the Facilities, on D39 premises or anywhere on D39’s school grounds.
5. Advertising of the activity, program or event subject to an Application for Facilities use/rental shall clearly indicate Applicant as the sponsoring organization with D39’s school building name and address listed only as the location of the activity.
6. A complete explanation and description of the activity subject to an Application for Facilities use/rental shall be provided to D39 upon request. Please note any third-party vendors that will be used in connection with any activity or event intended to take place in the Facilities. Any false representation can result in disqualification for future rentals in District 39, and possible legal action.
7. The assignment of D39 personnel needed in connection with use/rental of the Facilities by Applicant will be determined by D39 in its discretion, depending on the nature of the activity, program or event. Any required preparation and/or cleanup time will be determined by D39 in its discretion and costs associated therewith shall be charged to the Applicant. Applicants using the Facilities on weekends will be assigned at least one custodian with a minimum of three-hours labor. A custodian may also be assigned to duty for a weeknight activity, as needed.
8. Any additional charges for rental, personnel, equipment, security or service fees incurred in excess of D39’s originally-estimated fees will be billed to and the responsibility of the Applicant and its Authorized Representative, and said Applicant and its Authorized Representative agree to promptly pay D39 for any excess charges within seven (7) days of receipt of invoice. The Applicant shall be responsible for all costs and fees incurred by D39 in collecting such additional amounts. Any failure to pay additional fees will result in the loss of privileges to rent any D39 facilities in the future.
9. Whenever D39’s custodial staff is called back to work after leaving the Facilities due to work attributable to an Applicant’s activity, program, event, participants, contractors, volunteers or employees, the Applicant shall be charged for a minimum of three hours of custodial wages.

10. No electrical equipment shall be attached to existing circuits without prior approval from D39.
11. When an Auditorium is being used or rented by an Applicant, the following shall apply:
  - a.) At D39's discretion, a lighting and sound technician shall be on duty. At D39's discretion, only employees and authorized designees of D39 shall operate auditorium equipment. The Applicant's authorized designee shall sign time sheets for any applicable D39 employees each night.
  - b.) The Applicant shall meet with the applicable lighting and sound technician at least 48 hours before use of the auditorium to determine the number of people needed and the services required.
  - c.) The lighting and sound technician shall be paid for one-half hour before each rehearsal and one hour before each performance. Estimated cleanup time is two person hours after each rehearsal or performance.
  - d.) Time in an auditorium that is granted to any Applicant classified in Groups C, D or E in the attached Fee Schedule is limited to one week, including rehearsals and performances.
12. Piano - The cost of tuning any piano after use by an Applicant shall be determined by the school staff and shall be paid by the Applicant. The Applicant has the option, at an additional cost, to request that the piano be tuned before the event.
13. Applicants using D39 gymnasiums must furnish their own equipment, including but not limited to basketballs, volleyballs, protective gear, and other light equipment.
14. The Applicant's Authorized Representative shall execute the Use/Rental of Facilities Release and Indemnification Agreement attached hereto.
15. The Applicant/Authorized Representative shall provide a Certificate of Insurance to the District, naming "the Board of Education of Wilmette Public Schools District 39, its individual board members, officers, agents, employees, successors and assigns" as additional insureds on a commercial general liability policy with an insurance company acceptable to D39. The insurance policy must include as a minimum bodily injury liability limit of \$1,000,000 for each occurrence and in the aggregate and property damage liability of \$1,000,000 for each occurrence and in the aggregate. The insurance carrier must have a Best's rating of A-6 or better. Third party vendors working with or retained by an Applicant must also satisfy these insurance requirements and provide a Certificate of Insurance meeting these specifications.
16. D39 may, at any time, deny or refuse to grant any application or cancel, without liability, any USE/RENTAL CONTRACT whenever the use, in the reasonable judgment of D39, presents or may present a clear and present danger to persons or property, or may be in violation of or contrary to applicable federal, state, or local law or ordinance.
17. D39 reserves the right to rent the Facilities to Applicants whose programs and activities align with D39's educational philosophy and mission.
18. In its sole discretion, D39 may prioritize applicants seeking to use/rent its Facilities, including without limitation, by Group classification as set forth in its User Classification for Rental Rates. In determining whether to approve an Application for use/rental of Facilities, D39 may further consider the number and type of other activities/programs/events scheduled to take place in the

Facilities during, before or after that requested by an Applicant, as well as availability of D39 custodians and/or other staff.

ACCEPTED and AGREED:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Organization/Applicant Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City, State, Zip

Rev 8/27/15

## Wilmette Public Schools District 39 (“D39”)

### USER CLASSIFICATION FOR RENTAL RATES

For purposes of the rental rate classifications below, a “Not-For-Profit” organization means an organization with a religious, charitable, or educational purpose and that has received a sales tax exemption from the IL Department of Revenue and/or 501(c)(3) income tax exemption status from the IRS. All other organizations shall be deemed “For Profit” organizations in determining classification for D39 rental rates. An organization claiming Not-For-Profit status in its rental application shall provide evidence of its Not-For-Profit status to D39 upon request.

**Group A- Wilmette Park District:** The Wilmette Park District has a direct connection to D39 with benefit to D39 students and/or D39 programs, and a substantial connection to Wilmette residents. D39 has an intergovernmental agreement that governs use of D39 facilities.

**Group B- Wilmette PTA/O’s, District 39 Educational Foundation, and Youth Connection:** These named groups meet the following criteria: (1) focused on working specifically with children from D39, (2) at least 51% of participants live within the boundaries of D39, and (3) support D39’s mission to encourage students to participate in multiple sports and/or extracurricular activities.

**Group C- In-District "Not for Profit":** These groups must meet the following criteria: (1) provide a benefit to D39 students, (2) at least 51% of participants or proprietors live within D39 boundaries, and (3) are "Not-For-Profit" organizations.

**Group D -In-District For-Profit or Out-District "Not-For-Profit":** There are two categories of organizations included in this group: (1) organizations that operate on a "For Profit" basis that provide a benefit to D39 students and with at least 51% of participants or proprietors living within D39 boundaries; **OR** (2) organizations that operate on a "Not-For-Profit" basis, but have at least 51% of its participants or proprietors living within D39 boundaries.

**Group E - Out of District For Profit Entities:** Entities or individuals that do not meet the definition of Not-For-Profit organizations set forth above and that do not fall into any of the In-District categories set forth in Group A, B, C or D, above.

## FEES – EFFECTIVE August 25, 2015

### Hourly Fee Rate Chart (Three Hour Minimum for Weekends and Holidays)

	Group A	Group B	Group C	Group D	Group E
<b>Location/Facility - Gymnasiums</b>					
Large - Central, McKenzie	Free	Free	\$90.00	\$150.00	\$200.00
Small - Central, Harper, McKenzie, Romona	Free	Free	\$60.00	\$100.00	\$125.00
Gym A- Highcrest	Free	Free	\$60.00	\$100.00	\$125.00
Gym B- Highcrest	Free	Free	\$75.00	\$100.00	\$125.00
Gym C-Highcrest	Free	Free	\$90.00	\$150.00	\$200.00
North Gym-WJHS	Free	Free	\$75.00	\$100.00	\$125.00
Large Gym-WJHS	Free	Free	\$90.00	\$150.00	\$200.00
<b>Location/Facility – Other</b>					
Auditorium – Performance	Free	Free	\$150.00	\$250.00	\$350.00
Auditorium – Rehearsal	Free	Free	\$90.00	\$150.00	\$200.00
Auditorium – Presentation Program	Free	Free	\$90.00	\$150.00	\$200.00
Student Cafeteria w/o Kitchen	Free	Free	\$90.00	\$150.00	\$200.00
Regular Classroom	Free	Free	\$45.00	\$75.00	\$100.00
Air Conditioning (A/C)	Free	Free	\$16.00	\$16.00	\$25.00
<b>Personnel Costs – Hourly Rates</b>					
Auditorium, A/V	\$45.00	\$45.00	\$58.00	\$65.00	\$70.00
Custodial Staff*	\$40.00	\$40.00	\$45.00	\$55.00	\$65.00
* Labor rates are double-time on holidays.					
<b>Equipment</b>					
A/V Equipment	Free	Free	\$15.00	\$15.00	\$30.00
Pianos	Free	Free	\$ 30.00	\$30.00	\$50.00
Other			TBD	TBD	TBD

#### Additional Information:

- (1) Custodial Staff fees are applicable on weeknights at District 39's discretion based on condition of rented space after usage.
- (2) A/C fee is applicable only if available in the space being rented and the applicant requests A/C.
- (3) Weeknight events (Monday-Friday & Holidays) End Time 9:00 PM  
Weekend events (Saturday-Sunday) End Time 10:00 PM

**ESTIMATED FEES**

Name of Organization: \_\_\_\_\_

**1. Rental Fees**

Fee Area	Rental Time	Rental Fee
_____	_____	_____
_____	_____	_____
	<b>Sub-total Rental Fees:</b>	<b>\$ _____</b>

**2. Personnel**

Classification	Number of Hours	Personnel Fee
_____	_____	_____
_____	_____	_____
	<b>Sub-total Personnel Fees:</b>	<b>\$ _____</b>

**3. Equipment**

Equipment	Number of Hours	Equipment Fee
_____	_____	_____
_____	_____	_____
	<b>Sub-total Equipment Fees:</b>	<b>\$ _____</b>

**TOTAL FEES: \$ \_\_\_\_\_**

**Administrative Processing Fee-** \$25 is to be aid at time of application. If rental is approved, the \$25 fee will be applied toward total fees. The \$25 fee will be returned to applicants, only if District 39 is not able to approve a rental request.

**Wilmette Public School District 39  
Contract For Use/Rental Of Facilities**

\_\_\_\_\_  
*Name of Organization Contracting the Use of Facilities*

\_\_\_\_\_  
*School*

\_\_\_\_\_  
*Area(s) Rented*

\_\_\_\_\_  
*Rental Date(s)*

\_\_\_\_\_  
*Time Facility to be Rented*

**Estimated Fees (Payment required at least one week in advance of event/activity)**

- 1. Facility Rental Fee \_\_\_\_\_
- 2. Personnel Fee \_\_\_\_\_
- 3. Equipment Rental Fee \_\_\_\_\_

**Total Estimated Fee\*** \_\_\_\_\_

*\*Undersigned agrees to pay Wilmette Public School District 39 for any charges incurred in excess of estimated fees within seven (7) days of receipt of invoice. The Applicant shall be responsible for all costs and fees incurred by Wilmette Public School District 39 in collecting such amounts.*

**The Undersigned Authorized Representative and Event Supervisor agree they have read the entire Wilmette Public School District 39 (“D39”) Use/Rental of Facilities Policy including all Conditions of Use, and by signing this Contract agree to abide by all rules and regulations specified within and to execute the attached Release and Indemnification Form.**

<i>Authorized Representative</i>	<i>Title</i>	<i>Authorized Representative</i>	<i>Title</i>
<i>Mailing Address</i>		<i>Mailing Address</i>	
<i>City/State/Zip</i>		<i>City/State/Zip</i>	

***IMPORTANT: This agreement is not binding unless signed by an authorized D39 official. Mail signed contract, certificate of insurance and a check in the amount of the estimated fees, payable to Wilmette Public Schools District 39 to:***

Gail F. Buscemi, Business Manager  
Wilmette Public Schools District 39  
615 Locust Road  
Wilmette, Illinois 60091

**APPROVED**

\_\_\_\_\_  
*Gail F. Buscemi  
Business Manager*

\_\_\_\_\_  
*Date*

**USE/RENTAL OF FACILITIES**  
**Release and Indemnification Agreement**

In consideration of being permitted by Wilmette Public Schools District 39 (“D39”) to be present at and use/rent D39’s premises, property and/or facilities (collectively, the “Facilities”), the organization identified below (the “Organization”) agrees to comply with all D39 Policies, Instructions, Terms and Conditions, and to pay all fees applicable to the rental and/or use of the Facilities. In addition, the Organization hereby releases and agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Board of Education of Wilmette Public Schools District 39, its individual board members, officers, agents, employees, successors and assigns (collectively, the “Releases”) from and against all liability, claims, demands, actions, suits, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney’s fees and court costs), whether or not involving a third party claim, arising out of the use and/or rental of the Facilities by the Organization, its employees, volunteers, contractors, agents, invitees and/or participants.

ACCEPTED & AGREED:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Organization/Applicant Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
City, State, Zip